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2 may be re-numbered or re-lettered and the word "ordinance" may be changed to
3 "section," "article," or such other appropriate word or phrase in order to accomplish such
4 intentions.

5 **Section 5.** All Ordinances or parts of Ordinances, Resolutions or parts of
6 Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such
7 conflict.

8 **Section 6.** If any clause, section, or other part or application of this Ordinance
9 shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such
10 unconstitutional or invalid part or application shall be considered as eliminated and so not
11 affecting the validity of the remaining portions or applications remaining in full force and
12 effect.

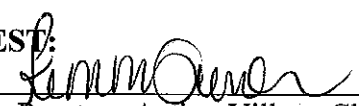
13 The foregoing Ordinance was offered by Commissioner CHILDRESS, who moved its
14 adoption. The motion was seconded by BERNARD.

15
16 PASSED AND ADOPTED upon first reading this 6th day of October, 2009.

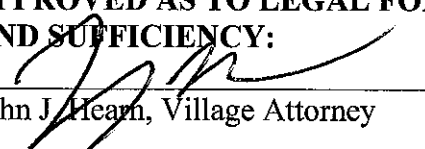
17
18 PASSED AND ADOPTED upon second reading this 12th day of January
19 2010.

20
21 
22 Roxanna Ross, Mayor

23 Mayor Ross : Aye
24 ViceMayorChildress: Aye
25 Commissioner Anderson: Aye
26 Commissioner Bernard: Aye
27 CommissionerCooper : Aye

28 ATTEST:
29 
30 Kim Prenter, Acting Village Clerk

31
32 APPROVED AS TO LEGAL FORM
33 AND SUFFICIENCY:

34 
35 John J. Hearn, Village Attorney

NON-EXCLUSIVE FRANCHISE AGREEMENT

This NON-EXCLUSIVE FRANCHISE AGREEMENT (the "Agreement") is entered into this 12th day of January, 200~~8~~¹⁰ between the Village of Biscayne Park, Florida, a Florida municipal corporation ("Village") and Peoples Gas System, a division of Tampa Electric Company, a Florida corporation ("Franchisee"). (Village and Franchisee shall sometimes be collectively referred to as the "Parties" and, individually, as a "Party").

WITNESETH

WHEREAS, the Village and Franchisee were parties to a franchise agreement that expired in December, 2008; and

WHEREAS, the Village desires to grant a non-exclusive franchise to permit the construction, maintenance and operation of gas facilities within the Village; and

WHEREAS, the Franchisee has expressed its capability to provide such services.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

a. "Village" shall mean the Village of Biscayne Park, Miami-Dade County, Florida.

b. "Franchise" shall mean this Agreement and the rights granted to Franchisee hereunder.

c. "Franchisee" shall mean Peoples Gas System, a division of Tampa Electric Company, its successors, assigns, contractors, subcontractors and agents.

d. "Gas system facilities" or "facilities" shall mean and include, but not be limited to, gas mains, pipes, supply pipes, conduits, ducts and any other hardware or other means of conveying gas for the purpose of supplying natural, manufactured and other gas to the meter of the Customer, constructed both prior to and during the term of this Agreement.

e. "Customers" shall mean all residences, businesses, governmental entities and industrial establishments located within the Village purchasing gas from Franchisee.

f. "Fiscal Year" shall mean October 1st through September 30th of each year.

g. "Franchise Fee" shall mean the fees described in Section 8 of this Agreement.

h. "Franchise Fee Factor" shall mean the value of compensation as computed in Section 8 as if it had been calculated as six percent (6%) of Franchisee's Gross Revenues (as defined by the Florida Public Service Commission ("FPSC")) from the sale, transportation, distribution and delivery of natural gas to Customers in the Village.

i. "Uncollectible accounts" shall mean any account which has been closed and the deposit applied and is sixty (60) days past due.

SECTION 2. FRANCHISE

The Franchisee is given the non-exclusive right, privilege and franchise to construct, maintain and operate only gas system facilities in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the Village. The Franchise shall be exercised in accordance with established

industry practices regarding gas system construction and maintenance and the orders, rules and regulations of the FPSC or any other regulatory body having jurisdiction over the Franchisee and, to the extent permitted by law, the Village's installation and maintenance standards for the purpose of supplying natural, manufactured and other gas to the Village, its successors and the citizens of the Village and Miami-Dade County. The Franchise term shall be the period of time commencing as of the effective date of this Agreement and continuing in full force and effect until expiring at midnight on December 31, 2012; provided, however, that the Franchise will automatically renew for successive three (3) year terms until such time as one of the parties notifies the other, with no less than sixty (60) days written notice, prior to the expiration of the then-current term, that it does not want the Franchise to automatically renew. If either Party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the then current term.

This grant of authority to Franchisee is strictly limited to the provision of natural gas service only. It is explicitly recognized that this Franchise does not limit the Franchisee's ability to operate a liquefied petroleum (commonly referred to as LP gas, bottled gas, or propane) business within the incorporated limits of the Village, similar to any other liquefied petroleum business nor does it limit the Village's ability to assess utility tax upon the liquefied petroleum business within the limits permitted under Florida Statutes. In the event Franchisee desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential Customers, including but not limited to providing public communications, leased fiber optic capacity, video services, telecommunication services or any other

services other than the provision of gas, or providing any other use to existing or potential Customers, Franchisee shall seek additional and separate permission from the Village for such activities.

The Franchisee shall not sell, assign, lease or otherwise alienate and transfer this Franchise without the prior consent of the Village provided that such consent shall not be unreasonably withheld or delayed by the Village. Notwithstanding the foregoing, Franchisee shall have the right, without obtaining the Village's consent, to transfer or assign this Franchise as a result of a total or complete merger or consolidation of Franchisee with a third party, or sale of the Peoples Gas division assets. Any sale, assignment, lease or other alienation and transfer of this Franchise shall be subject to the conditions that (i) the successor-in-interest to the facilities and/or the rights under this Franchise shall have agreed in writing to be bound by the terms and conditions of this Agreement, and (ii) at least sixty (60) days prior to the effective date of any such transfer, all Franchise Fees owing the Village hereunder shall have been paid and any material Franchise compliance issues shall have been resolved. Any dispute relating to or arising out of the provisions of this paragraph shall be subject to the arbitration provisions set forth below in Section 22 of this Agreement.

Franchisee may, without obtaining the Village's consent, pledge this Franchise and/or the facilities as security, provided, however, in the event of a foreclosure of the pledge, the Village shall have the right to revoke the Franchise under Section 14 below.

Franchisee shall submit to the Village, upon request, a copy of its audited financials published in annual reports of Franchisee or Franchisee's affiliate or its successor.

SECTION 3. USE AND MAINTENANCE OF PUBLIC RIGHTS-OF-WAY

Franchisee's gas system facilities shall be located or relocated and so constructed as not to interfere with, including but not limited to, existing sanitary sewers, existing drainage systems, water pipes, electrical conduits, communications cables or other public utility service facilities. The Franchisee's facilities shall not obstruct or interfere with, including but not limited to, the public uses of streets, roads, highways or alleys. The location or relocation of all facilities shall be made after Franchisee has received all applicable permits, approvals and permissions from the Village and such other governmental entities as may be necessary, and the location(s) or relocation(s) shall be subject to the Village's supervision and approval. In consideration for the Franchise Fee paid under this Agreement, the Franchisee will not be assessed any permit fees associated with the installation of, or the construction of, any gas system facilities. In the event that Franchisee is acting in its proprietary function as a retail provider of gas equipment or appliances, Franchisee shall seek the appropriate permits from the Village. Franchisee shall cooperate with the Village at all times by providing timely and complete information regarding the exact location of its facilities including, but not limited to, maps, geographical information systems, plats, construction documents and drawings as may exist or be created from time to time. Franchisee and the Village shall cooperate and coordinate their efforts to make the most efficient and economical use of the gas system facilities.

If any street, highway or avenue is to be paved by the Village, the Village shall give written notice to the Franchisee not less than sixty (60) days prior to the commencement of paving. Provided the Franchisee does not already have a main in

the street, highway or avenue to provide natural gas service to the surrounding houses and other structures, Franchisee shall survey the surrounding houses and other structures to determine whether, in its sole discretion, expansion of gas system facilities in the street, highway or avenue in question is economically feasible. Where such expansion is determined to be economically feasible, the Franchisee shall construct such gas system facilities in the street, highway or avenue in question prior to paving by the Village. Where expansion is economically feasible, the Franchisee and the Village will work together in good faith to explore opportunities for expansion of the facilities and to encourage demand for natural gas by the residents and business located in the Village. However, in the event the Company believes that such construction may not be completed prior to the Village's planned paving schedule, the Parties agree to negotiate a revised paving schedule satisfactory to both Parties.

The Franchisee shall, at its own expense, replace, repair and restore without delay any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature, that may be damaged or displaced by the Franchisee in the conduct of its operations, and shall, at a minimum, restore all property to a condition equivalent to the condition immediately prior to the work and/or changes made by the Franchisee. Franchisee shall consider alternatives to open cutting of streets prior to the Village considering the issuance of any permit(s). Franchisee shall notify the Village when repair, replacement or other work is being conducted and completed. Franchisee shall take safety precautions to alert the public of work, which may include, but is not limited to, the use of barricades and signs prior to work taking place, as applicable. In the

event that Franchisee fails to (a) take safety precautions to alert the public of work in accordance with the preceding paragraph or (b) repair, replace and restore any sidewalk, street, alley, pavement, water, sewer or other utility line or appurtenance, soil, landscaping, dirt or other improvement, property or structure of any nature in accordance with the preceding paragraph, then the Village shall, upon no less than five (5) days written notice to Franchisee, be entitled to pursue any of the following remedies at its discretion:

(A) Withhold the issuance of further permits to the Franchisee or its contractor; or

(B) Perform the work reasonably necessary to cure Franchisee's breach utilizing Village employees, agents or contractors, charge any and all reasonable costs, plus a sum equal to ten percent (10%) of the cost against the Franchisee, and require reimbursement within ten (10) days after the Franchisee's receipt of the bill(s) forwarded for reimbursement by the Village.

Failure of Franchisee to act or reimburse the Village shall constitute a material failure triggering the notice, cure and recourse provisions of Section 14 below.

Notwithstanding any provision to the contrary in this Agreement, the Village may not pursue any of the above remedies until such time as Franchisee has received written notice from the Village advising Franchisee of such breach and providing Franchisee with sufficient opportunity to cure such breach.

Franchisee shall, at its own expense, notify residents or businesses within the area where the work is designated to be performed, by door hanger or U.S. mail (with a copy to the Village Manager), for any main extension work in the right-of-way that will exceed forty eight (48) hours.

The Village shall reimburse the Franchisee for any cost or expense of any nature in connection with the location or relocation of Franchisee's gas system facilities made

necessary by the Village's improvement of any present or future Village-controlled public rights-of-way used or occupied by the Franchisee. The Franchisee and the Village shall not be liable for any cost or expense in connection with the location or relocation of its gas system facilities at the request of any non-governmental third party. Such requests shall not be honored until such non-governmental third party has made arrangements to reimburse the Franchisee and/or the Village, as the case may be in a manner satisfactory to such party(ies).

SECTION 4. INSURANCE

The Franchisee, at all times during the exercise of its Franchise, shall carry general liability insurance in the amount of Five Million Dollars (\$5,000,000.00) to indemnify any persons sustaining personal injury or property damage as a result of the actions of the Franchisee in the construction, operation or maintenance of its facilities. The Village shall be named as an additional insured. A certificate of insurance (including additional insured status) shall be filed with the Village Manager. Notwithstanding the foregoing, the Franchisee may meet the insurance minimum using, in part or whole, self-insurance. In the event Franchisee elects to meet the insurance minimum using, in part or whole, self-insurance, the Franchisee shall provide the Village with documentation attesting to its self-insured status.

SECTION 5. INSTALLATION OF GAS MAINS; MAP ON GAS LINES

Before the commencement of the construction of any gas system facilities, the Franchisee shall provide a survey to the Village establishing the location, lines, grade elevations or any other information requested by the Village in connection with the gas system facilities. The laying of such facilities shall conform exactly to the designated

locations, lines, grade elevations or other conditions of the Village. After completion of any work, two copies of complete "As-Built" plans will be furnished to the Village. No street or other public way or place shall be excavated without Franchisee securing a permit from the Village. All expenses necessarily and reasonably incurred by the Village in connection with the provisions of this section shall be paid by the Franchisee. Franchisee agrees that the materials to be used in the construction, operation and maintenance of the gas system facilities and the service to be rendered shall be equivalent to those provided to the Franchisee's other franchised communities.

The Franchisee shall, at all times, keep an accurate map showing the location of all gas system facilities laid and maintained by Franchisee under this Franchise, which shall be accessible for inspection by Village officials at all times during reasonable hours.

SECTION 6. ACCIDENTS OR DAMAGES

The Village shall not be liable or responsible in any manner whatsoever for any accident, personal injury, property damage or any claim or damage that may occur in the course of the construction, operation or maintenance by Franchisee, its employees, agents, contractors, sublessees or licensees of any of its facilities, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the Village. Nothing in this Agreement shall be construed to affect in any way the Village's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes.

SECTION 7. INDEMNIFICATION

Franchisee agrees to indemnify, defend and hold harmless the Village, its officers, agents and employees from and against any and all claims, suits, actions, and causes of action arising during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Franchisee's negligent construction, operation or maintenance of its gas system facilities within the Village, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the Village, its officers, agents, employees or contractors. Nothing in this Agreement shall be construed to affect in any way the Village's rights, privileges, and immunities under the doctrine of "sovereign immunity" as set forth in Section 768.28, Florida Statutes. The provisions of this Section shall survive the termination of this Agreement.

SECTION 8. FRANCHISE FEE

Within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the Village, or its successors, a sum of money which, when added to the amount of all taxes, licenses, permits, or other impositions levied or assessed by the Village and actually paid by Company, is equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectible accounts, from the sale, transportation,

distribution or delivery of natural gas to customers within the corporate limits of the Village. In the event any uncollectible account becomes collectable and/or is collected, an adjustment in amount due the Village shall be made in the next quarterly payment. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. For purposes of this Section, Gross Revenues collected by the Franchisee shall include the portion of any customer deposits that are applied to amounts owed under customer accounts within the Village's corporate limits.

SECTION 9. PARITY

In the event the Franchisee enters into a franchise agreement with another Florida governmental entity in Miami-Dade, Broward or Palm Beach County, under which franchise fees are based upon a percentage of Gross Revenue that is higher than six percent (6%) of Franchisee's sales of natural gas to customers under such franchise, then the percentage basis of the Franchise Fee used in this Franchise shall be adjusted to provide for a Franchise Fee that equals the value of franchise fees that would result in the event that the percentage used in such other franchise agreement were applied to the gross revenues from sales of natural gas to customers in the Village and such adjustment shall be effective as of the first day of the month following the commencement date of the franchise for such other Florida governmental entity.

In the event the Franchisee enters into a franchise agreement with another Florida governmental entity in Miami-Dade, Broward or Palm Beach County, under which franchise fees are upon a volumetric calculation, then the Village shall be entitled to elect to continue to receive Franchise Fees based on a percentage of Gross

Revenues or to receive Franchise Fees calculated on the basis of six and eighty-eight one hundredths cents (\$0.0688) per therm for residential customers, three and twenty-five one hundredths cents (\$0.0325) per therm for commercial customers and one cent (\$0.01) per therm for industrial customers. An election to convert calculations of Franchise Fees payable to the Village hereunder to a per therm approach shall be effective as of the first day of the month following the Village's election to convert hereunder.

If, during the term of this Franchise Agreement, the Grantor, by franchise agreement or ordinance, allows other gas providers, gas consumers or gas transporters ("Alternate Gas Providers") the right, privilege or franchise to construct, maintain, operate or use gas facilities in, under, upon, over or across the present or future streets, alleys, bridges, easements or other public rights-of-way of the Village, for the purpose of supplying or delivering natural gas to customers located within the corporate limits of the Village or receiving such gas from a person other than the Grantee within such corporate limits, and imposes a franchise compensation obligation or an equivalent on such Alternate Gas Provider for any customer or class of customers that is less than that imposed with respect to the same customer or class of customers under this Franchise Agreement, the franchise compensation rate and/or base to which such rate is applied with respect to the same class of customers shall be reduced under this Franchise Agreement so that the franchise compensation paid hereunder for such customer class is no greater than the franchise compensation payable by such Alternate Gas Provider under the franchise agreement or ordinance applicable to it, when compared on a dollars-per-therm basis. In the event that the Grantor determines

not to impose any franchise compensation by agreement, ordinance or otherwise on any such Alternate Gas Provider, the Grantee's obligation to pay a franchise fee under this Franchise Agreement with respect to revenues derived from the provision of service by the Grantee to the comparable class of customers served by such Alternate Gas Provider thereafter shall be extinguished.

SECTION 10. PERFORMANCE BOND

At the time of its acceptance of the terms and conditions of this Agreement, the Franchisee shall file with the Village Clerk, after approval by the Village, an annual bond in the minimum sum of Fifty Thousand Dollars (\$50,000.00) having as a surety a company qualified to do business in the State of Florida and acceptable to the Village. The bond shall be conditioned on the full and faithful performance by the Franchisee of all requirements, duties and obligations imposed upon Franchisee by the provisions of this Agreement. The bond shall be furnished annually and shall provide a continuing guarantee of Franchisee's full and faithful performance at all times throughout the effective term of this Agreement.

SECTION 11. RIGHT OF VILLAGE OF BISCAIYNE PARK TO INTERVENE

The Village reserves the right to intervene in any suit, action or proceeding involving any provision of this Agreement. Franchisee agrees to advise the Village of any such suits.

SECTION 12. ACCOUNTS AND RECORDS; RIGHTS TO AUDIT

The Franchisee shall establish and maintain appropriate accounts in accordance with generally accepted accounting methods, and shall maintain records in such detail that revenues within the limits of the Village are consistently declared and identified

separately from all other revenues. All records shall be maintained for a minimum of three (3) years, or longer if required by applicable regulatory bodies. The Franchisee further agrees that the Village, by any duly authorized representative, shall have the right during business hours, and with prior notice, to inspect and/or audit the books and records of the Franchisee that evidence the Franchise Fees and computations of Franchise Fee payments made by the Franchisee to the Village. If the Village decides to inspect and/or audit Franchisee's books and records, specifically Franchise Fee payments made to the Village and Franchise Fee computations, the Franchisee shall permit a Village representative to review the pertinent portion of the Franchisee's books and records including billing records at the Franchisee's office where these records are housed, during normal business hours. In the event that an audit of Franchisee's books determines that Franchisee made underpayment in any quarter and that the underpayment exceeded five percent (5%) of the amount actually due in such quarter, Franchisee shall pay interest at the rate of twelve percent (12%) per annum on the amount underpaid or not paid calculated from the date the amount was due to the date it was finally paid. Both the underpayment and interest shall be paid within thirty (30) days after receipt of demand by the Village.

SECTION 13. ANNEXATION BY VILLAGE

Upon the Village's annexation of any property and reasonable notice to Franchisee thereof, the portion of Franchisee's gas system that may be located within such annexed territory, and upon the streets, alleys or public grounds, shall be subject to all the terms of this Franchise.

SECTION 14. FORFEITURE OR REVOCATION OF FRANCHISE

The Franchisee's material failure to comply in any respect with any of the provisions of this Franchise after written notice from the Village and a reasonable opportunity, no less than sixty (60) days, to cure shall be grounds for forfeiture of this Franchise pursuant to which the Village shall have the right to revoke and cancel all franchise rights granted in this Agreement; provided, however, that Franchisee's failure to comply with any provision of this Franchise as the result of a strike, lockout, or any other cause beyond the reasonable control of the Franchisee (collectively, "Force Majeure") shall not constitute grounds for the Village's revocation and cancellation of any rights hereunder. In the event Franchisee in good faith disputes the Village's determination of the Franchisee's material non-compliance with the provision(s) of this Franchise specified in the Village's notice, or the Village disputes the Franchisee's assertion that its failure to comply with the provision(s) of this Franchise was or is the result of Force Majeure, the Franchisee and the Village shall negotiate in good faith to resolve the dispute prior to submitting the dispute to arbitration as provided below. If any dispute remains unresolved thirty (30) days after the commencement of negotiations pursuant to this Section, such dispute shall be settled by binding arbitration pursuant to the provisions of Section 22 of this Agreement. Nothing in this Section 14 shall be construed as obligating a party to negotiate or arbitrate a renewal or extension of this Franchise.

Notwithstanding any provisions to the contrary, Franchisee acknowledges that nothing contained in this Agreement shall constitute a waiver by the City of any rights it

pursuant to this Franchise or to comply in any substantial respect with any material provision.

SECTION 18. ATTORNEY FEES

Except as otherwise provided, the Village and Franchisee agree that if litigation or arbitration becomes necessary to enforce any of the obligations, terms and conditions of this Franchise, the prevailing Party shall be entitled to recover a reasonable amount of attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

SECTION 19. ENTIRETY

This writing embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to this subject matter that are not merged and superseded.

SECTION 20. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

SECTION 21. ARBITRATION

The Parties agree that any dispute to which this Section applies shall be settled by binding arbitration. Either Party to this Agreement shall have the right to submit a covered dispute to binding arbitration pursuant to this Section by notifying the other Party of such election in writing. Within fifteen (15) days following the giving of such a notice by a Party, each Party shall furnish the other Party with the name, address and telephone number of a person designated by that Party to participate with a person designated by the other Party in selecting an individual to act as the sole arbitrator of

the dispute. If a Party fails to designate to the other Party a person to participate in the selection of the sole arbitrator, or if the persons so designated by the Parties fail, within thirty (30) days following the giving of notice of the dispute by the Party invoking the provisions of this Section, to agree on a sole arbitrator of the dispute, either Party to this Agreement shall have the right to apply to the Circuit Court for the Eleventh Judicial Circuit of the State of Florida for the appointment of such sole arbitrator. The Parties agree that the timing of, and rules governing the conduct of, the arbitration proceeding shall, unless otherwise agreed, be determined by the sole arbitrator. Unless otherwise agreed, the place of the arbitration shall be Biscayne Park, Florida. In making any award, the arbitrator shall be subject to any provisions of this Franchise which expressly limit remedies or damages. The award of the arbitrator shall be final and binding, and judgment upon such award may be entered by any court having jurisdiction thereof. The Parties shall share equally the compensation and expenses of the arbitrator and the expense of any hearing, and each Party shall bear the compensation and expenses of its own counsel and other representatives (if any). Each Party shall continue to perform its obligations under this Franchise pending final resolution of any dispute submitted to arbitration pursuant to this Section, unless to do so would be impossible or impracticable under the circumstances. Notwithstanding the pendency of any arbitration proceeding hereunder, a Party, without prejudice to the above procedures, may file a complaint for statute of limitations or venue reasons, or seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such

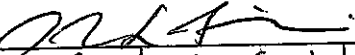
action, the Parties will continue to participate in good faith in the arbitration provided for above.

SECTION 22. EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing by signature of this document within thirty (30) days of the Village's passage and adoption hereof.

WHEREFORE, the Parties have caused their duly authorized representatives to execute this Agreement on the date first written above.

PEOPLES GAS SYSTEM

By: 
Name: Gordon L. Gillette
Title: President


VILLAGE OF BISCAYNE PARK, FLORIDA


Ana Garcia, Village Manager

ATTEST:

Maria C. Camara
Village Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


Village Attorney